

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

* * * * *

Northeastern Graphic Supply, Inc.
Plaintiff

vs.

Graphic Color Corporation, a division of
Consolidated Color Corporation
Defendant

* * * * *

MBD NO. ~~05-10121-JLT~~

05-11299-JLT

**PLAINTIFF'S MOTION TO STRIKE OR IN THE ALTERNATIVE
OBTAIN LEAVE OF COURT TO FILE A REPLY BRIEF TO
DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR
EXAMINATION OF DEFENDANT**

NOW COMES the Plaintiff, Northeastern Graphic Supply, Inc., and moves this Court to strike Defendant's Opposition, or in the alternative move for leave to file a Reply Brief as provided for in Rule 7.1 (B) (3).

As grounds therefor, Plaintiff says as follows:

1. On May 18, 2005, Plaintiff filed its Motion to Examine the Defendant.
2. Pursuant to Local Rule 7.1 (B) (2), a party opposing a Motion shall file an opposition to the Motion within 14 days after service of the Motion. In the instant case said Motion was mailed to the parties as set forth in the Plaintiff's Certificate of Service on May 18, 2005. Pursuant to the Rules, any opposition was to be filed on or before June 3, 2005. Notwithstanding said Rule, Defendant filed its Opposition on June 15, 2005, without first seeking leave of Court as set forth in the Rule. Said Opposition was docketed by the Clerk's Office on June 15, 2005. Plaintiff's counsel learned of same by examining the Court's docket, and subsequently received the service of said Opposition from counsel for the Defendant on June 17, 2005 by regular mail. Since the Defendant's Opposition was not filed timely and in accordance with the Rule, said Opposition should be stricken by the Court.

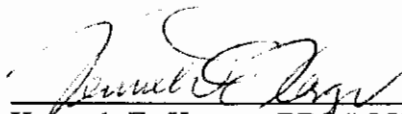
3. In the alternative, said Defendant's Opposition raises serious questions about the actions of the Plaintiff and its counsel in the State of Maine, Michael Gartland.

4. The Plaintiff, and its counsel, wish to respond and rebut the allegations and arguments raised against them in the Defendant's Opposition, most notably that the debt comprising the instant Judgment is unrelated to the bankruptcy case as referred to in the Opposition as the debt was incurred in 2003, and well after the 2002 close of the bankruptcy case referred to in Defendant's Opposition.

Attached hereto and made a part hereof as Exhibit "A" is a copy of the Defendant's June 15, 2004 letter to Plaintiff, which Plaintiff alleges acknowledges that Defendant was indebted to Plaintiff for the Judgment debt. Further, Plaintiff's counsel presented Exhibit "A" to counsel for the Defendant at his request by facsimile on May 24, 2005, but that despite said notice Defendant's counsel curiously chose to make no mention of the letter nor included same in the Opposition. Therefore Plaintiff requests Leave of Court to file a Reply Brief or otherwise, within 14 days of the allowance of this Motion.

WHEREFORE, Plaintiff requests this Honorable Court to Strike Defendant's Opposition, or in the alternative grant the Plaintiff Leave of Court to file its Reply Brief within 14 days of the allowance thereof.

Northeastern Graphic Supply, Inc.
By its Attorneys,


Kenneth E. Karger, BBO# 259880
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Boston, MA 02108
617 367-2992

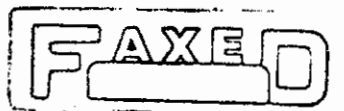
Dated: June 21, 2005

CERTIFICATE OF SERVICE

I, Kenneth E. Karger, hereby certify that on JUNE 21, 2005, I served the foregoing Plaintiff's Motion to Strike or in the Alternative Obtain Leave of Court to file a Reply Brief to Defendant's Opposition to Plaintiff's Motion for Examination of Defendant, by mailing a copy thereof, postage prepaid to Counsel for Defendant Richard J. Cohen, Esq., 1185 Falmouth Road, Centerville, MA 02632.



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A division of Consolidated Color Corporation

← *NEGS Name*

June 15, 2004

TO: Northeastern Graphic Supply
PO Box 1418
Portland, ME 04104-1418

Attn: Alex Champi

Dear Alex,

This is to confirm that Consolidated Color Corp. (dba Graphic Color) acknowledges that it has an outstanding balance with Northeastern Graphic Supply (NEGS) and has entered into an agreement to pay the outstanding balance at a rate of \$2,500.00 per month until the entire balance is paid in full.

The first payment of \$1,250.00 will be issued on June 17, 2004 and will be followed by like amounts every 2 weeks.

Thank you for your understanding and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence H. Cohen".

Lawrence H. Cohen